

Exhibit “C”

AGREEMENT FOR SERVICES OF THE ASSISTANT TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into effective the 28th day of October, 2025, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," and **GREGG F. PASTER & ASSOCIATES** with a principal place of business at 2160 N. Central Road, Suite 303, Fort Lee, NJ 07024, hereinafter referred to as "COUNSEL", and for a term subject to reappointment annually with the manner and amount of compensation to be approved by the Governing Body.

WITNESSETH THAT:

WHEREAS, the Township of West Orange is a Faulkner Act Mayor-Council Form of government with a Law Department established by Ordinance, the Director of which is the Township Attorney, with an Assistant Township Attorney appointed by the Township Attorney, to provide such assistance and services as the Township Attorney may direct and require, as provided in Section 2-9.3 of the Township Code; and

WHEREAS, the Mayor has appointed MARK SEMERARO, Esq., an Attorney at Law of the State of New Jersey ("SEMERARO") to the position of Township Attorney subject to advice and consent of the Township Council, which has approved of the Mayor's appointment, and SEMERARO has appointed GREGG F. PASTER, Esq., an Attorney at Law of the State of New Jersey and principal of **GREGG F. PASTER & ASSOCIATES** ("PASTER") to be Assistant Township Attorney ; and

WHEREAS, Section 2-9.3 of the Township's Revised General Ordinances provides that the Assistant Township Attorney, appointed by the Township Attorney "who shall supervise same and delegate and assign those of his duties, or portions of them, which in the Township

Attorney's judgment will contribute to and facilitate the efficient and effective operation of the Law Department"; and

WHEREAS, the TOWNSHIP Ordinances provide for payment of the Assistant Township Attorney with the manner and amount of compensation to be approved by the Governing Body, and PASTER, in his response to the Township's Request for Qualifications for Assistant Township Attorney agreed to provide services at the rate of \$175.00 per hour, with no retainer, salary or other compensation, other than time and materials basis consistent with the TOWNSHIP's Attorney Billing Guidelines; and

WHEREAS, the TOWNSHIP COUNCIL Resolution approving this Agreement provides for payment of the Assistant Township Attorney not to exceed \$75,000.00 for the balance of 2025 at the hourly rate of \$175.00, which includes payment for COUNSEL's representation of the TOWNSHIP in its general legal matters, including litigation, contractual, arbitrated or mediated matters.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Scope of Services.** The TOWNSHIP hereby retains the services of COUNSEL, to provide all general legal services on behalf of the TOWNSHIP as directed by the TOWNSHIP ATTORNEY, and as provided by State statutes, regulations and the Revised General Ordinances of the TOWNSHIP and any related matters.

The Scope of Services shall include matters assigned by the Township Attorney, all services required in the absence of the Township Attorney, and any matters of litigation, arbitration or mediation, or other legal adversarial or transactional matters in which the TOWNSHIP ATTORNEY may so designate.

2. **Hourly Rate.** For representation of the Township in all matters assigned by the Township Attorney, PASTER shall be paid at the hourly rate of \$175.00 per hour, and as otherwise provided in the TOWNSHIP's Attorney Billing Guidelines for those legal services reasonably necessary to provide competent and adequate representation of the TOWNSHIP's interests, payment for all such services to be subject to governing body approval.

3. **Submission and Content of Invoices.** COUNSEL shall be entitled to payment for services rendered consistent herewith upon submission of invoices to the TOWNSHIP on a monthly or bi-monthly basis, in COUNSEL'S discretion. The invoices shall set forth in detail the time expended each day and description of the services rendered. All invoices shall, at a minimum, set forth: (i) the name of the matter; (ii) date(s) of services rendered; (iii) the attorney's name, initials, or other such identification; (iv) the attorney's hourly rate; (v) total charge for the task or billing entry; (vi) detailed description of the service rendered; and (vii) the amount of time spent on the particular task, billed in 1/10 hour increments. COUNSEL shall not block bill for any services rendered. For purposes of this Agreement, "block billing" shall refer to the practice of grouping together multiple activities or tasks under one (1) time entry.

4. **Reimbursement for Expenses.** COUNSEL may seek reimbursement for actual expenses reasonably incurred, such as postage, copying, mileage, meals, parking, court reporters or delivery of documents in accordance with the TOWNSHIP's Billing Guidelines. The amounts for such expenses shall be itemized on the monthly invoices provided to the TOWNSHIP.

5. **Administrative Work, Secretarial Services and Multiple Attorney Billing.** COUNSEL shall not bill the TOWNSHIP for office overhead expenses such as secretarial or

administrative support staff and billing for multiple attorneys for internal conferences or attendance at outside meetings and events should be discouraged and minimized.

6. **Billing for Travel Time.** COUNSEL may bill the TOWNSHIP for travel time to and from any destinations in connection with all matters hereunder which COUNSEL is handling for the TOWNSHIP at one-half of the normal hourly rate for such matters. Travel time to and from the TOWNSHIP offices for regular or special meetings or consultations with Township officials shall not be billed.

7. **Coordination of Representation.** COUNSEL shall coordinate and regularly communicate with the appropriate TOWNSHIP officials, department heads, TOWNSHIP employees and any others involved, regarding the status of various matters and the need for information and cooperation on their part.

8. **Professional Liability Coverage Required.** At all times during COUNSEL's retention by the TOWNSHIP, COUNSEL shall comply with the applicable New Jersey Court Rules requirements for professional liability coverage. COUNSEL shall maintain in good standing one or more policies of lawyers' professional liability insurance which shall insure COUNSEL's firm against liability imposed upon it by law for damages resulting from any claim made against it by its clients arising out of the performance of professional services by attorneys employed by the firm in their capacities as attorneys. Professional malpractice coverage of not less than \$1 million per occurrence/\$2 million aggregate shall remain in place at all times with the Clerk/Purchasing Agent to receive an annual Certificate of Insurance listing the TOWNSHIP as additional insured no less than thirty (30) days before the renewal date.

9. **Township Representations.** COUNSEL is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or

employee of the TOWNSHIP possesses any lawful authority to: (a) engage on behalf of the Township the provision of legal services; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess.

10. **Applicability of Laws.** The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

11. **Choice of Law.** This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

12. This contract was awarded through a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C

By: _____
SUSAN McCARTNEY, MAYOR

WITNESS:

GREGG F. PASTER & ASSOCIATES

By: _____
GREGG F. PASTER, ESQ.